

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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|------------------------------------|---|---------------------------------------|
| In re: |) | |
| |) | Chapter 15 |
| COMPANIA MEXICANA DE AVIACION S.A. |) | Case No. 10-14182 (MG) |
| DE C.V., |) | |
| Debtor in a Foreign Proceeding. |) | Related Docket Nos.: 2, 223, 227, 230 |
| |) | |

**STIPULATION AND ORDER WITH RESPECT TO FURTHER ADJOURNMENT OF
HEARING ON THE DEBTORS' CHAPTER 15 PETITION AND ON THE MOTION OF
THE CONSORTIUM OF AIRPORTS TO ENFORCE POST-PETITION AGREEMENT**

The Consortium of Airports and Airport Authorities (the “**Consortium**” or the “**Airports**”),¹ the Greater Orlando Airports Authority (“**GOAA**”), The Port Authority of New York and New Jersey (“**PANYNJ**”), and Maru E. Johansen, in her capacity as the foreign representative (the “**Foreign Representative**”) of the above-captioned Debtor in a Foreign Proceeding (“**Mexicana**”), each through its undersigned counsel, and together the “**Parties**,” hereby stipulate and agree as follows:

WHEREAS, the Foreign Representative has further adjourned the hearing on Mexicana’s Chapter 15 Petition and on the Consortium’s Motion (the “**Hearing**”); and

WHEREAS, such additional adjournment further postpones resolution of the requests for protections and relief for airports made in this case by the Consortium, GOAA and PANYNJ.

NOW, THEREFORE, it is hereby Stipulated and Agreed that:

1. Mexicana agrees that as of 5:00 p.m. Prevailing Eastern Time on November 8, 2010 each owner and/or operator of an airport (an “**Airport Entity**”) is granted relief

¹ The members of the Consortium are the following Airports and Airport Authorities: *Dallas Fort Worth International Airport; City and County of Denver; City of Los Angeles; Metropolitan Washington Airports Authority; County of Sacramento; City of San Jose; City of San Francisco.*

(i) from the automatic stay, to the extent recognition as a “foreign main proceeding” is obtained by Mexicana, thereby permitting such Airport Entity to exercise any rights or remedies such Airport Entity may have or obtain respecting Mexicana including, without limitation, any right to terminate a lease or agreement (in accordance with its terms) with Mexicana and to recover any space used by Mexicana at such airport, ***provided, however,*** that to the extent the exercise of any such right or remedy requires further judicial relief, such Airport Entity shall seek such relief from this Court unless this Court orders otherwise; and

(ii) any injunction entered by this Court remaining in place at such time, thereby permitting such Airport Entity to exercise any rights or remedies such Airport Entity may have or obtain respecting Mexicana including, without limitation, any right to terminate a lease or agreement (in accordance with its terms) with Mexicana and to recover any space used by Mexicana at such airport, ***provided, however,*** that to the extent the exercise of any such right or remedy requires further judicial relief, such Airport Entity shall seek such relief from this Court unless this Court orders otherwise.

2. Mexicana agrees that the Airports, GOAA and PANYNJ continue to reserve and preserve, and may assert hereinafter, any and all rights, remedies and requests for relief with respect to protections for the Airport Entities not resolved by this Stipulation.

3. Mexicana agrees to continue to discuss with the Airport Entities the processing and adjudication of their claims other than in this Court and agrees to advise the Court at any status conference or hearing next held that the Airport Entities have raised such concerns timely and have postponed seeking relief with respect thereto pending the discussions with Mexicana.

4. Mexicana agrees that the relief provided hereinabove shall be incorporated into and

extended by any order that might be entered granting or predicated upon recognition of Mexicana's Foreign Proceeding, including, without limitation, by granting the Airport Entities the same relief from any injunction or stay obtained by such order.

5. The Parties agree that this Stipulation and the agreements set forth herein shall not be modified or amended without the prior written consent of all parties hereto.

6. Mexicana agrees to immediately request that the Court expeditiously So Order this Stipulation and that prior to the issuance of such order this Stipulation and the agreements set forth herein immediately are effective between the Parties without such order.

7. Upon this Stipulation being So Ordered by the Court, the 14-day period under Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is hereby waived.

8. This Stipulation may be signed in counterpart originals or by facsimile or electronic signature, which together shall constitute one and the same instrument.

9. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation, interpretation or enforcement of this Stipulation.

Dated: New York, New York
November 3, 2010

Respectfully submitted,

EDWARDS ANGELL PALMER
& DODGE LLP

DUANE MORRIS LLP

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It is So Ordered.

Dated: November 3, 2010

New York, New York

/s/Martin Glenn

MARTIN GLENN

United States Bankruptcy Judge